

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
d/b/a
BELL ATLANTIC - MAINE**

and

**DSL NET COMMUNICATIONS, LLC
d/b/a
DSLnet**

This Amendment No. 3 (this "Amendment") is made this 9th day of June 2000 (the "Effective Date") by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Maine, a New York corporation ("BA"), and DSLnet Communications LLC d/b/a DSLnet, a Delaware limited liability company ("DSLnet"). (BA and DSLnet may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, BA and DSLnet are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated July 12, 1999 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, BA is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective and unstayed laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Sub-Loop.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide DSLnet with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(a)(1) and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in BA's network between a BA feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide DSLnet with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) DSLnet may request that BA reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide DSLnet with access to a drop and NID that, at the time of DSLnet's request, BA is using to provide service to a Customer (as such term is hereinafter defined). The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term "Customer" does not include a Party.

(3) DSLnet may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if DSLnet is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of DSLnet at such terminal. To obtain access to a Sub-Loop, DSLnet shall install a COPIC on an easement or Right of Way obtained by DSLnet within 100 feet of the BA FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable BA easements, BA shall furnish and place an interconnecting cable between a BA FDI and a DSLnet COPIC and BA shall install a termination block within such COPIC. BA shall retain title to and maintain the interconnecting cable. BA shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. DSLnet shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a BA easement.

(4) DSLnet may request from BA by submitting a loop make-up engineering query to BA, and BA shall provide to DSLnet, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, DSLnet must first request that BA connect

the BA FDI to which the Sub-Loop is connected to a DSLnet COPIC. To make such a request, DSLnet must submit to BA an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which DSLnet wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of DSLnet's demand for access to Sub-Loops at the requested FDI. DSLnet must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. DSLnet must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Bell Atlantic
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, BA shall provide to DSLnet a work order that describes the work that BA must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

(7) DSLnet shall pay to BA fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of DSLnet's receipt of such statement and the associated Sub-Loop Work Order, and BA shall not be obligated to perform any of the work set forth in such order until BA has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if DSLnet breaches its payment obligation under this Section 1(a)(7). Upon BA's completion of the work that BA must perform to provide DSLnet with access to a Sub-Loop, BA shall bill DSLnet, and DSLnet shall pay to BA, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After BA has completed the installation of the interconnecting cable to a DSLnet COPIC and DSLnet has paid the full cost of such installation, DSLnet can request the cross connection of BA Sub-Loops to the DSLnet COPIC. At the same time, DSLnet shall advise BA of the services that DSLnet plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. DSLnet shall run any crosswires within the COPIC.

(9) If DSLnet requests that BA reactivate an unused drop and NID, then DSLnet shall provide dial tone (or its DSL equivalent) on the DSLnet side of the applicable BA FDI at least twenty four (24) hours before the due date. On the due date, a BA technician will run the appropriate cross connection to connect the BA Sub-Loop to the DSLnet dial tone or equivalent from the COPIC. If DSLnet requests that BA install a new drop and NID, then DSLnet shall provide dial tone (or its DSL equivalent) on the DSLnet side of the applicable BA FDI at least twenty four (24) hours before the due date. On the due date, a BA technician shall run the appropriate cross connection of the facilities being reused at the BA FDI and shall install a new drop and NID. If DSLnet requests that BA provide

DSLnet with access to a Sub-Loop that, at the time of DSLnet's request, BA is using to provide service to a Customer, then, after DSLnet has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a BA technician shall crosswire the dial tone from the BA central office through the BA side of the COPIC and back out again to the BA FDI and BA Sub-Loop using the "loop through" approach. On the due date, DSLnet shall disconnect BA's dial tone, crosswire its dial tone to the Sub-Loop and submit the DSLnet's long-term number portability request.

(10) BA shall not provide access to a Sub-Loop if BA is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the BA-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

(11) BA shall provide DSLnet with access to a Sub-Loop in accordance with negotiated intervals.

(12) BA shall repair and maintain a Sub-Loop at the request of DSLnet and subject to the time and material rates set forth in Exhibit A. DSLnet accepts responsibility for initial trouble isolation for Sub-Loops and providing BA with appropriate dispatch information based on its test results. If (a) DSLnet reports to BA a Customer trouble, (b) DSLnet requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA Sub-Loop facilities or equipment in whole or in part, then DSLnet shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by DSLnet is not available at the appointed time. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA.

(b) Dark Fiber.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide to DSLnet access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a BA fiber optic cable sheath between a BA end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two BA central offices or (b) a BA central office and a DSLnet central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When DSLnet submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when BA installed such fiber

or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide DSLnet with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) DSLnet may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and DSLnet may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. DSLnet may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon DSLnet's request, Bell Atlantic will connect a Dark Fiber Loop to a DSLnet collocation arrangement in the BA end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. BA shall connect a Dark Fiber Loop to the POT bay of a DSLnet collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by BA, and BA shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon DSLnet's request, BA will connect a Dark Fiber IOF between two BA central offices to DSLnet collocation arrangements in those offices and will connect a Dark Fiber IOF between a BA central office and a DSLnet central office to a DSLnet collocation arrangement in the BA central office and to the fiber distribution frame in the DSLnet central office. BA shall connect a Dark Fiber IOF to the POT bay of a DSLnet collocation arrangement and to the fiber distribution frame in a DSLnet central office by installing appropriate cross connections.

BA shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

(3) BA shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and BA shall not be obligated to construct new or additional facilities or create splice points to provide DSLnet with access to Dark Fiber Loops or Dark Fiber IOF. BA shall not reserve Dark Fiber Loops or Dark Fiber IOF for DSLnet, and BA shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. BA may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. BA reserves, and BA's execution and delivery of this Amendment shall not waive, BA's right to claim before the Maine Public Utilities Commission that BA should not have to fulfill a DSLnet order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a BA obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, DSLnet shall make a request to BA that BA review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are

available between those locations (such a request, a “Dark Fiber Inquiry Request”). If spare facilities are available, BA shall notify DSLnet and provide DSLnet with an estimate of the mileage of those facilities. DSLnet cannot order access to spare facilities until BA has notified DSLnet that the facilities are available, and BA does not guarantee or warrant that the facilities will be available when DSLnet submits an order to BA for access to the facilities. When it submits an order to BA for access to spare facilities that BA has previously notified DSLnet are available, DSLnet assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by BA, BA shall provide to DSLnet the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing BA fiber cable sheaths. BA shall provide such maps to DSLnet subject to the agreement of DSLnet, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. DSLnet acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. BA shall provide fiber layout maps to DSLnet subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two BA central offices, a BA central office and a DSLnet central office or a BA end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by BA for emergency restoration activity and tests the transmission characteristics of BA dark fiber pairs. If a field survey shows that a dark fiber pair is available and DSLnet submits an order for access to such pair, BA does not guarantee or warrant that the pair will be available when BA receives such order, and DSLnet assumes all risk that the pair will not be available. BA shall perform a field survey subject to a negotiated interval. If a DSLnet submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, DSLnet assumes all risk that the pair will not be compatible with DSLnet’s equipment, including, but not limited to, order cancellation charges.

(6) DSLnet shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of DSLnet; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting DSLnet’s collocation arrangements with any proper cross connects or other equipment that DSLnet needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) DSLnet acknowledges that BA may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after DSLnet has obtained access to such dark fiber, and DSLnet assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. BA shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. BA cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) BA shall provide DSLnet with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if BA receives ten (10) such requests for one LATA

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) BA shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After DSLnet has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, BA may, at DSLnet's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, BA shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of DSLnet for such dark fiber.

(10) BA shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of DSLnet and subject to the time and material rates set forth in Exhibit A but BA shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by DSLnet over such dark fiber, any equipment of DSLnet or anything other than the physical integrity of such dark fiber. DSLnet shall cooperate with any BA effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. DSLnet acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by BA may affect the transmission characteristics of such dark fiber. DSLnet accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing BA with appropriate dispatch information based on its test results. If (a) DSLnet reports to BA a Customer trouble, (b) DSLnet requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA dark fiber facilities or equipment in whole or in part, then DSLnet shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by DSLnet is not available at the appointed time. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber

IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

(c) House and Riser.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide to DSLnet access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(c) and the rates set forth in Exhibit A. A “House and Riser Cable” means a two-wire or four-wire metallic distribution facility in BA’s network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an “MPOE”) and the rate demarcation point for such facility (or network interface device (“NID”) if the NID is located at such rate demarcation point). BA shall provide access to a House and Riser Cable only if BA owns, operates, maintains and controls such facility and only where such facility is available. BA shall not reserve a House and Riser Cable for DSLnet. DSLnet may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide DSLnet with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

(2) DSLnet must satisfy the following conditions before ordering access to a House and Riser Cable from BA:

(i) DSLnet shall locate their compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, DSLnet shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) DSLnet’s terminal block or equipment cannot be attached, otherwise affixed or adjacent to BA’s facilities or equipment, cannot pass through or otherwise penetrate BA’s facilities or equipment and cannot be installed so that DSLnet’s terminal block or equipment is located in a space where BA plans to locate its facilities or equipment.

(iv) DSLnet shall identify its terminal block and equipment as a DSLnet facility.

(3) To provide DSLnet with access to a House and Riser Cable, BA shall not be obligated to (a) move any BA equipment, (b) secure any Right of Way for DSLnet, (c) secure space for DSLnet in any building, (d) secure access to any portion of a building for DSLnet or (e) reserve space in any building for DSLnet.

(4) DSLnet must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from BA access to a House and Riser Cable. BA shall perform cutover of a Customer to DSLnet service by means of a House and Riser Cable subject to a negotiated interval. BA shall install a jumper cable to connect the appropriate BA House and Riser Cable pair to DSLnet's termination block, and BA shall determine how to perform such installation. DSLnet shall coordinate with BA to ensure that House and Riser Cable facilities are converted to DSLnet in accordance with DSLnet's order for such services.

(5) If a DSLnet compatible connecting block or spare termination on DSLnet's connection block is not available at the time of installation, BA shall bill DSLnet, and DSLnet shall pay to BA, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. BA may install a new House and Riser Cable subject to the time and material charges set forth in Exhibit A.

(6) BA shall perform all installation work on BA equipment. All DSLnet equipment connected to a House and Riser Cable shall comply with applicable industry standards.

(7) BA shall repair and maintain a House and Riser Cable at the request of DSLnet and subject to the time and material rates set forth in Exhibit A. DSLnet shall be solely responsible for investigating and determining the source of all troubles and for providing BA with appropriate dispatch information based on its test results. BA shall repair a trouble only when the cause of the trouble is a BA House and Riser Cable. If (a) DSLnet reports to BA a Customer trouble, (b) DSLnet requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by a BA House and Riser Cable in whole or in part, then DSLnet shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by DSLnet is not available at the appointed time. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA. If as the result of DSLnet instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to DSLnet by BA.

(8) BA shall advise DSLnet, upon request and subject to the House and Riser Asset Inquiry Charge set forth in Exhibit A, whether or not BA owns House and Riser Cable at a specified address. BA shall make reasonable efforts to respond to such inquiries within five (5) business days, subject to, among other things, service conditions at the office responding to the inquiry, the number of requests submitted on any given day and the possibility that a site visit may be required to respond to the inquiry. BA shall make publicly available a list of locations where it has sold, no longer owns and, therefore, cannot provide access to House and Riser Cables.

(d) Collocation in Remote Terminals. Notwithstanding anything set forth in the Interconnection Agreement, BA shall allow DSLnet to collocate equipment in a BA remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in

applicable BA tariffs, as amended from time to time, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Amendment or the Interconnection Agreement, BA shall allow DSLnet to collocate equipment in a BA remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(e) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to DSLnet on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Maine Public Utilities Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that BA is required by a change in Applicable Law to provide a network element on an unbundled basis to DSLnet, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of BA (a "BA UNE Tariff"). In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a network element to DSLnet, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to BA's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) BA shall not provide DSLnet, and DSLnet shall not request from BA, access

to a proprietary advanced intelligent network service.

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) BA shall provide access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the “Rates” and, individually, a “Rate”). DSLnet acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that BA is developing the Rates and BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify DSLnet in writing of such Rate in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill DSLnet, and DSLnet shall pay to BA, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(f)(2) of this Amendment. Any notice provided by BA to DSLnet pursuant to this Section 1(f)(1) shall be deemed to be a part of Exhibit A immediately after BA sends such notice to DSLnet and thereafter.

(2) The Parties shall cooperate to true up amounts billed by BA to DSLnet and paid by DSLnet to BA based on an interim Rate for a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable if the Maine Public Utilities Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the

extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

DSLnet COMMUNICATIONS LLC
d/b/a DSLnet

BELL ATLANTIC – MAINE

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

Exhibit A

To be completed in accordance with Section 1(f)(1) of this Amendment.